National Indian Gaming Commission

SETTLEMENT AGREEMENT
SA-09-01

INTRODUCTION

This Settlement Agreement ("Agreement") is entered into by and between the Alturas Rancheria Alturas Indian Rancheria, a federally-recognized Indian tribe ("Tribe"), and the Chairman of the National Indian Gaming Commission ("NIGC Chairman"), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-09-0109-01.

RECITALS

1. Whereas, the Indian Gaming Regulatory Act ("IGRA") authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, National Indian Gaming Commission ("NIGC") regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712, 25 U.S.C. § 2713(a)(1).

2. Whereas, under NIGC regulations, 25 C.F.R. § 573.3(a), the NIGC Chairman may issue a Notice of Violation ("NOV") to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.

3. Whereas, on January 27, 2009, the NIGC Chairman issued NOV-09-01 09-01 for the Tribe's failure to submit a timely quarterly statement and fees for the first quarter quarter ending March 31 of calendar year 2008.

4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-09-0109-01.

5. Therefore, the Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following terms and conditions:

TERMS OF SETTLEMENT

6. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement ("Effective Date").

8. The Tribe agrees that it submitted the quarterly fees due March 31, 2008 for the first quarter of calendar year 2008 to the NIGC in an untimely fashion.

9. The Tribe agrees that the failure to submit quarterly statements and fees for its gaming operation(s) in a timely fashion is a violation of NIGC regulations.

10. The Tribe agrees to pay a civil fine of two thousand dollars ($2,000.00), made payable to the U.S. Treasury and delivered to the NIGC. One thousand dollars ($1,000.00) of the fine shall be due within thirty (30) days after the Effective Date of this Agreement.

11. The remaining one thousand dollars ($1,000.00) will be suspended pending the Tribe submitting its first quarter quarterly statement and fee payment by March 31, 2009. If the quarterly statements and fee payments are not submitted, the amount of one thousand dollars ($1,000.00) will become payable April 30, 2009.

12. By entering this Agreement, the NIGC Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters addressed in NOV-09-01, provided that if the Tribe fails to comply with this Agreement, the NIGC Chairman may issue a proposed civil fine to resolve the Tribe's violation and/or breach of this Agreement.

13. The Tribe agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577 and judicial review pursuant to 25 U.S.C. § 2714.

ADDITIONAL COVENANTS

14. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth at the beginning of this Agreement. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.

15. The Tribe agrees that this Agreement shall be deemed to be the subject of a final order of the Commission under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).

16. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.

17. The parties agree that after the Effective Date, this Agreement shall be a public document and may be published or disclosed by either party.

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18. This Agreement may be executed on one or more counterparts and each shall constitute an original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

NATIONAL INDIAN GAMING COMMISSION

Philip N. Hogen
Chairman

Dated: 2/23/09

ALTURAS INDIAN RANCHERIA

Philip Del Rosa by [illegible]

Philip Del Rosa
Chairman

Dated: 2/26/2009